additional evidence of the defendant's negligence merely meant that he had more than enough evidence upon which to go to the jury. Under these circumstances an instruction giving him the benefit of the doctrine, even though unnecessary, was harmless. The real fault below seems to have been that the court instructed the jury that the doctrine of *res ipsa loquitur* warranted a "presumption of law" in favor of the plaintiff and from this the jury might well have thought that it was not free to draw any other inference than negligence.

PRESUMPTIONS — EXISTENCE AND EFFECT OF PRESUMPTIONS IN PARTICULAR CASES — OPERATIONS AGAINST STATE OF PRESUMPTION OF LOST GRANT. — In an action in equity to confirm title to real estate the plaintiff showed a 1907 patent from the state, the state having bought at a tax sale in 1872. The defendant claimed under deeds executed in 1884 and 1890, and showed he had been in undisturbed possession for over thirty years. The records prior to 1884 had been burned. *Held*, that the plaintiff's action be dismissed since a grant from the state to defendant would be presumed. *Caruth* v. *Gillespie*, 68 So. 927 (Miss.).

For a discussion of the principles involved in allowing such a presumption to operate against the state, see NOTES, p. 88.

PRESUMPTIONS — SIMILARITY OF LAW OF SISTER STATE — CONSTITUTION. — In a suit for the conversion of the proceeds of a carload of feed, the defendant alleged that he had received the money under a garnishment judgment of a Tennessee justice's court. He gave no evidence as to the law of Tennessee. Under both the Code and Constitution of Iowa, a justice's court could not have had jurisdiction to render such a judgment. *Held*, that the plaintiff cannot recover. *Droge Elevator Co.* v. *W. P. Brown Co.*, 151 N. W. 1048 (Ia.).

In the absence of evidence, most courts presume that the common law of a sister state is similar to that of the forum, provided that they are of common origin. *Cherry* v. *Sprague*, 187 Mass. 113, 72 N. E. 456. *Cf. Peet* v. *Hatcher*, 112 Ala. 514, 21 So. 711. See 4 WIGMORE, EVIDENCE, § 2536. In some states, among them Iowa, this presumption has unfortunately been extended to statutory law. *McMillan* v. *American Express Co.*, 123 Ia. 236, 98 N. W. 629. See A. M. Kales, "Presumption of Foreign Law," 19 HARV. L. REV. 401, 410. In such states, when a statute of another state is proved, it should be presumed to be constitutional. *Fidelity Ins. Co.* v. *Nelson*, 30 Wash. 340, 70 Pac. 961. But where such a statute has not been proved, there is no ground upon which the presumption of an enactment should be refused merely because it happens to appear in the constitution rather than the statute book. *Cook* v. *Chicago, R. I. & P. Ry. Co.*, 78 Neb. 64, 110 N. W. 718. *A fortiori*, it is inconsistent to refuse to presume the uniformity of law when, as in the principal case, both the statutes and the constitution govern the subject. It is submitted that the better rule to be applied in such cases is for the court to take judicial notice of the laws of all the states. Such a rule could only be effected by legislation, but this has been done in a few jurisdictions. See W. VA. CODE, 1906, c. 13, § 4; MISS. CODE, 1906, § 1015.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — CHANGE IN CHARACTER OF LOCALITY AS GROUND FOR DECREE QUIETING TITLE. — A conveyance subject to the restriction that only dwelling houses should be erected on the property was made at a time when the property was in a choice residential district. Since then the neighborhood has been wholly given over to manufacturing of an offensive kind. *Held*, that the restriction is terminated, and that equity will remove it as a cloud on title. *McArthur* v. *Hood Rubber Co.*, 109 N. E. 162 (Mass.).

Courts of equity usually regard agreements restricting the use of land as contract rights. Thus, in the exercise of their discretion, they deny specific